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BEFORE THE
ILLINOIS COMMERCE COMMISSION

| | | |
|------------------------------------|---|------------|
| PASTOR JAMES FRANKLIN |) | DOCKET NO. |
| |) | 10-0292 |
| -vs- |) | |
| |) | |
| ILLINOIS POWER COMPANY d/b/a |) | |
| AmerenIP |) | |
| |) | |
| Complaint as to billing/charges in |) | |
| Centerville, Illinois |) | |

Wednesday, December 1, 2010

Springfield, Illinois

Met, pursuant to notice, at 10:30 a.m.

BEFORE:

MS. LISA TAPIA, Administrative Law Judge

APPEARANCES:

PASTOR JAMES FRANKLIN
6215 Church Road
Centreville, Illinois 62207
Ph. (618) 363-2093

(Appearing pro se.)

SULLIVAN REPORTING CO., by
Carla J. Boehl, Reporter
CSR #084-002710

1 APPEARANCES: (Continued)

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8
9 (Appearing on behalf of the
10 Ameren Illinois Company)

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1 record there are no others wishing to enter an
2 appearance.

3 I will also note for the record
4 Ms. Spinner is here on behalf of the Company, is
5 present. Also Ms. Woodworth who is a witness of the
6 Company is also present. The Complainant
7 representing himself is present.

8 Before we go on the record --
9 actually, before we continue into the case, I will go
10 over how we are going to proceed. Prior to going on
11 the record I had a lengthy discussion with the
12 parties in regards to deadlines. At the end of the
13 case I will give the parties a date. Actually, when
14 I send out the Proposed Order, I will send out a date
15 of exceptions. The date of exceptions is going to be
16 strictly adhered to. If anything is received a day
17 late, it will not be considered, and I just want to
18 make that very clear to all the parties.

19 Pastor Franklin, we will start with
20 you. We will go ahead and how we will proceed in
21 this case, you will do an opening statement. I will
22 give you an opportunity in a few minutes. And then

1 Mr. Tomc on behalf of the Company will also do his
2 opening statement. Then we will go over your
3 testimony and we will go from there.

4 So I will hand it to you. Actually,
5 let me swear you in.

6 (Whereupon the witness was duly
7 sworn by Judge Tapia.)

8 PASTOR JAMES FRANKLIN

9 called as a witness on behalf of Complainant, having
10 been first duly sworn, was examined and testified as
11 follows:

12 DIRECT TESTIMONY

13 JUDGE TAPIA: Thank you, Pastor. Go ahead with
14 your opening statement. Please tell me in one or two
15 sentences what you are requesting from the
16 Commission, a dollar amount, and how your evidence
17 that you have presented proves your case.

18 PASTOR FRANKLIN: Again, my name is Pastor
19 James Franklin. As prayer, my complaint and the
20 prayer of the rebuttal that I have already submitted,
21 we are requesting that Ameren pay us the \$3,000 that
22 was over charged on the facility at 6211 Church Road,

1 Centreville, Illinois. The bill was transferred to
2 multiple accounts. We have tracked the bill and we
3 still think Ameren has over charged us for that. And
4 basically that's what we are requesting.

5 Not only are we requesting that, but
6 we are also requesting that a letter be sent out so
7 we can send to our vendors stating that there was an
8 over charge of \$3,000.

9 JUDGE TAPIA: And how does your evidence that
10 you have presented that we will admit in a moment
11 prove your case?

12 PASTOR FRANKLIN: The way that it proves my
13 case, we have documented every account, the date that
14 these accounts were billed and per Ameren's own
15 records the \$3,000 as it was transferred from one
16 account to another. So based on their own invoices
17 we think we can prove that that \$3,000 amount was
18 transferred from one account to another account and
19 finally ending up on a final account of 3463969006.

20 JUDGE TAPIA: Thank you, Pastor. Mr. Tomc?

21 MR. TOMC: Thank you, Your Honor. On behalf of
22 the Company I would respond to the opening comments

1 of the Complainant in this case by first pointing out
2 the most applicable legal principle I think at issue
3 in this case and that's burden of proof. And
4 although it goes without saying, I think it is
5 incumbent upon the Complainant to prove the damages
6 that they have alleged for the violation of the
7 Commission's rules and applicable statutes. And in
8 this case I don't believe we have identified a
9 regulation or rule that's been violated, first of
10 all. Second of all, I don't believe we have a
11 reasonably articulated damage amount.

12 There was a reference just made to
13 \$3,000 in damages and it is my recollection of the
14 evidence that is set for being entered into the
15 record today that that \$3,000 relates to a \$3,108
16 total that was included in the direct testimony, I
17 believe, of the Complainant. We have rebutted the
18 validity of that amount. Additionally, we have
19 supported the propriety of the charges assessed the
20 Complainant through direct testimony and eight
21 exhibits containing essentially all of the pertinent
22 account records for the New Jerusalem Pentecostal

1 Ministries accounts.

2 And, therefore, Your Honor, I believe
3 that the evidence will show that it is entered that
4 the Complainant has failed to meet his burden of
5 proof in a manner that could allow the Commission to
6 grant the relief that's been requested.

7 JUDGE TAPIA: Thank you, Mr. Tomc. Pastor
8 Franklin, you filed your direct testimony on July 29,
9 2010. Is this your direct testimony, your prefiled
10 direct testimony?

11 PASTOR FRANKLIN: Yes, it is.

12 JUDGE TAPIA: Thank you. Would your answers to
13 your testimony be the same today as they were filed
14 on that day?

15 PASTOR FRANKLIN: Yes, they would.

16 JUDGE TAPIA: And are there any changes,
17 additions, modifications from that testimony that you
18 wish to make today?

19 PASTOR FRANKLIN: No.

20 JUDGE TAPIA: Are you requesting that the
21 prefiled testimony and the exhibits attached be
22 entered into the record today?

1 PASTOR FRANKLIN: Yes, I am.

2 JUDGE TAPIA: Thank you. Mr. Tomc, do you have
3 any objection to admitting the -- actually the
4 Complainant's admitting his direct testimony into the
5 record?

6 MR. TOMC: No, I do not, Your Honor.

7 JUDGE TAPIA: Thank you. There being no
8 objection, the direct testimony filed on July 29,
9 2010, by Pastor Franklin on behalf of New Jerusalem
10 Pentecostal Ministries is entered into the record.

11 (Whereupon Complainant's Direct
12 Testimony was admitted into
13 evidence.)

14 JUDGE TAPIA: Pastor Franklin, I am going to
15 hand you your rebuttal that you filed on October 19,
16 2010. Is this your rebuttal?

17 PASTOR FRANKLIN: Yes, it is, Your Honor.

18 JUDGE TAPIA: Thank you. And would the answers
19 to your testimony be the same today as they were when
20 you prefiled that testimony?

21 PASTOR FRANKLIN: Yes, they would be.

22 JUDGE TAPIA: And are there any changes,

1 additions, deletions or modifications that you would
2 like to make today?

3 PASTOR FRANKLIN: No.

4 JUDGE TAPIA: And are you requesting that your
5 prefiled rebuttal testimony be admitted into the
6 record?

7 PASTOR FRANKLIN: Yes, Your Honor.

8 JUDGE TAPIA: Mr. Tomc, any objections?

9 MR. TOMC: No, Your Honor.

10 JUDGE TAPIA: Hearing no objection, the
11 rebuttal testimony filed on October 19, 2010, by
12 Pastor Franklin on behalf of New Jerusalem
13 Pentecostal Ministries is entered into the record.

14 (Whereupon Complainant's
15 Rebuttal Testimony was admitted
16 into evidence.)

17 JUDGE TAPIA: Pastor Franklin, I am going to
18 hand you your surrebuttal testimony that you filed on
19 November 19, 2010. Is that your prefiled testimony?

20 PASTOR FRANKLIN: Yes, it is, Your Honor.

21 JUDGE TAPIA: And would your answers to your
22 testimony be the same today as they were when you

1 prefilled it?

2 PASTOR FRANKLIN: Yes, they would be.

3 JUDGE TAPIA: And are there any changes,
4 additions, modifications to that testimony that you
5 would like to make?

6 PASTOR FRANKLIN: No, Your Honor.

7 JUDGE TAPIA: Okay. Now you do want to make a
8 correction on the title?

9 PASTOR FRANKLIN: Yes, I do. The title needs
10 to be a surrebuttal, yes.

11 JUDGE TAPIA: Okay. Mr. Tomc, do you have any
12 objection to the admission of the surrebuttal?

13 MR. TOMC: No, I do not, Your Honor.

14 JUDGE TAPIA: Hearing no objection, the
15 surrebuttal of Pastor Franklin that he filed on
16 November 19 on behalf of New Jerusalem Pentecostal
17 Ministries is admitted into the record with the
18 correction that it should be entitled Surrebuttal.

19 (Whereupon Complainant's
20 Surrebuttal Testimony was
21 admitted into evidence.)

22 JUDGE TAPIA: Okay. Pastor Franklin, I am

1 going to go ahead and allow Mr. Tomc to cross-examine
2 you for any questions that he may have.

3 CROSS EXAMINATION

4 BY MR. TOMC:

5 Q. Good morning, Pastor Franklin. I have a
6 few questions for you about your testimony this
7 morning. My questions relate to your direct
8 testimony mainly but also your rebuttal testimony.
9 And generally I would like to speak with you about
10 the context of the church and the account, utility
11 accounts, that have been set up that are at issue in
12 this case.

13 And I do want to understand
14 principally the timeline of events that has occurred.
15 In that manner I believe that the evidence in the
16 record will be a little bit more clear.

17 When did you or your church acquire
18 the property in East St. Louis on Church Road?

19 A. Okay. First of all, it is not in East St.
20 Louis. It is actually in Centreville, Illinois,
21 which is different. We acquired the property August
22 14, '08.

1 Q. And is that the same date or whereabouts
2 that you took possession of the property?

3 A. Yes, we took possession of part of the
4 property, not all of the property.

5 Q. And that property, it is my understanding,
6 is essentially composed of several buildings?

7 A. Yes. The property that we took possession
8 of was 6215 and 6210. 6211 was on a lease agreement
9 by the Catholic diocese with East Side Health
10 District.

11 Q. So there are three structures, and are
12 these three addresses, 6215, 6210, 6211, are they
13 adjacent to one another?

14 A. They are on a part of -- there is a total
15 of 19 acres. So they are on that 19-acre spread.

16 Q. The 6210 building, what is that building?

17 A. That building is a parsonage.

18 Q. And that parsonage, is that being used as a
19 residence today?

20 A. Yes, it is.

21 Q. And who resides there?

22 A. I do.

1 Q. When you took possession of the property,
2 that parsonage at 6215, do you know what it was being
3 used for prior to your acquisition?

4 A. You made a mistake. The parsonage is not
5 6215; it is 6210. The church is 6215.

6 Q. Okay.

7 A. So 6210 was actually used for the nuns and
8 the priests. They lived there. I think it was a
9 total of three nuns and one priest.

10 Q. Now, 6215 you have indicated was the
11 church, the sanctuary, is that correct?

12 A. That's correct.

13 Q. And that is -- is it a large building?

14 A. Yes, it is. It's probably 6,000 square
15 feet, 7,000 square feet, seats 800 to 1,000 people.

16 Q. Vaulted ceiling?

17 A. Yes.

18 Q. And you have both gas and electric
19 facilities from Ameren that provide energy service
20 there?

21 A. That's correct.

22 Q. And all of these buildings would have,

1 6215, 6210 and 6211, would have gas and electric
2 service from Ameren, is that correct?

3 A. You are not talking meters?

4 Q. I am not talking meters, just --

5 A. Yes, yes.

6 Q. We didn't cover 6211. You indicated that
7 was being leased when you purchased the church
8 property. What is that building?

9 A. When we leased it, it was the East Side
10 Health District. They provided services for unwed
11 mothers and milk and it was a State-ran facility that
12 purchased it.

13 Q. Did they have possession of the entire
14 building?

15 A. Yes.

16 Q. So would it be fair to say that when you
17 purchased the property on 8/14 of 2008, you owned the
18 activity center but the building was leased to the
19 East Side Health District?

20 A. One of the things that -- one of the
21 contingencies that was in the contract when I
22 purchased it was that the lease agreement had to be

1 expired. So, you know, I guess an attorney can look
2 at that and say, well, did you really own it. If you
3 didn't own it -- if you owned it, you should have
4 access to it. Because they had their own
5 combination, their own code, to get in. We did not
6 have that. They had that. They had their own hours.
7 We didn't have access to that because it was a
8 State-ran facility with confidential files in there,
9 and they could not just move out.

10 Q. And were you furnished a copy of the lease
11 agreement?

12 A. Yes.

13 Q. When you purchased the property?

14 A. Yes.

15 Q. And I believe, if I recall correctly from
16 one of the documents that you filed in this case, did
17 they actually request an extension of that lease at
18 one time?

19 A. Uh-huh.

20 Q. Did they not?

21 A. Uh-huh.

22 Q. And you granted that extension?

1 A. Yes, I did. They said the State couldn't
2 move all of their equipment that quick.

3 Q. And then after they vacated the property,
4 the New Jerusalem Pentecostal Ministries then has
5 occupied that premises now?

6 A. No, it is vacant.

7 Q. It is vacant.

8 A. We have to tear down all the walls and
9 stuff like that.

10 Q. Going back to the time when you acquired
11 the property and took possession, you did contact
12 Ameren, did you not, to request services be turned
13 on?

14 A. We requested and -- we requested services
15 be turned on for the electric for 6215 and 6210. We
16 did not request services to be activated because they
17 were already activated for 6211.

18 Q. And you did this by phone, is that correct?

19 A. Yes.

20 Q. I want to ask you concerning the lease
21 agreement. Do you recall did your lease arrangement
22 have any provisions regarding utility service with

1 the East Side Health District?

2 A. Now, if you are asking about the lease
3 agreement that I got when I first started, they gave
4 me a copy of the lease agreement that they had with
5 the Catholic diocese. I don't remember seeing
6 anything in that lease agreement. The only thing
7 that I did was just give them a verbal extension. I
8 did not sign a lease agreement with them. I just
9 said, yeah, you have got time to get out.

10 So there is no lease agreement that I
11 have signed with East Side Health District. That was
12 with the diocese, Catholic diocese.

13 Q. Okay, thank you. During the period after
14 which you acquired the property and later took
15 possession of the activity center, did you have
16 contact with the Company regarding the services being
17 furnished there?

18 A. The East Side Health District?

19 Q. No, being furnished to you, the New
20 Jerusalem Ministries. Did you call about your
21 service?

22 A. Did I call Ameren? Is that the Company you

1 are referencing?

2 Q. Yes.

3 A. Yeah, I did call Ameren when I took
4 possession but not about 6211. I called them about
5 6210 and 6215. There was no need to call about 6211.

6 Q. When you received your bills from Ameren,
7 did you review them or did you just pay them when you
8 first moved in?

9 A. Some of both, some of both, yeah.

10 Q. And were you aware that the bills that you
11 were being provided related to services furnished as
12 metered by several different meters?

13 A. Yeah. When I first -- when I got in there,
14 after a couple months and I saw what was going on and
15 I figured it out that it was a total mess, yeah, I
16 did contact Ameren, more than once.

17 Q. And did the Company respond to your
18 requests in associating the meters with the addresses
19 upon your request?

20 A. No.

21 Q. Your position is that they did not?

22 A. They did not. They were confused like I

1 was.

2 Q. Do you understand, Pastor Franklin, that
3 prior to your acquisition of the property that the
4 property was owned by the Catholic archdiocese and
5 that they had indicated to the Company previously
6 what the different services were being metered for?

7 A. No, I didn't have any conversation with
8 anybody back then.

9 Q. When you called the Company, did you ask
10 them to turn your services on in the name of the
11 church, is that correct?

12 A. That's correct, New Jerusalem Pentecostal
13 Ministries.

14 Q. And did you ask that they change any of the
15 usage or other service-related classifications from
16 the prior usage that those buildings had been
17 devoted?

18 A. The only thing that I can remember is that
19 they have changed the meter, and this just happened
20 this year at 6211 for gas. They did also -- they
21 combined all of the meters, and that's part of my
22 testimony, that they had a mix-up. 6210 and 6211

1 apparently according to Ameren was on the same meter.
2 They didn't have a meter number for 6210.

3 MR. TOMC: All right. Your Honor, I have no
4 further questions of the Complainant.

5 JUDGE TAPIA: Anything you would like to say
6 before I move to Mr. Tomc?

7 PASTOR FRANKLIN: No.

8 JUDGE TAPIA: Thank you. So you rest, Pastor
9 Franklin?

10 PASTOR FRANKLIN: Yes.

11 JUDGE TAPIA: You rest your case?

12 PASTOR FRANKLIN: Yes.

13 JUDGE TAPIA: Mr. Tomc, you can proceed.

14 MR. TOMC: Your Honor, I would call Ms. Diana
15 L. Woodworth to the stand.

16 JUDGE TAPIA: If you would raise your right
17 hand.

18 (Whereupon the witness was duly
19 sworn by Judge Tapia.)

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1 DIANA L. WOODWORTH

2 called as a witness on behalf of Respondent, having
3 been first duly sworn, was examined and testified as
4 follows:

5 DIRECT EXAMINATION

6 BY MR. TOMC:

7 Q. Good morning, Ms. Woodworth. Would you
8 please state your name and business address for the
9 record.

10 A. Diana Woodworth, 370 South Main, Decatur,
11 Illinois 62523.

12 Q. And are you the same Ms. Diana Woodworth
13 that caused to be filed direct and rebuttal testimony
14 in this docket?

15 A. Yes, I am.

16 Q. And with regard to your direct testimony
17 being Ameren Exhibit 1.0, are you familiar with that
18 exhibit?

19 A. Yes.

20 Q. And in that exhibit it contains questions
21 and answers, am I right?

22 A. That's correct.

1 Q. And also attached to that testimony are
2 Ameren Exhibits 1.1 through 1.8?

3 A. That's correct.

4 Q. The questions contained in your direct
5 testimony, Ms. Woodworth, if I asked you those
6 questions today, would your answers be the same?

7 A. Yes.

8 Q. And the exhibits being identified as Ameren
9 Exhibits 1.1 through 1.8, is the information
10 contained in those exhibits correct to your
11 knowledge?

12 A. To my knowledge, it is correct.

13 Q. And your rebuttal testimony being Ameren
14 Exhibit 2.0, there are questions and answers in that
15 exhibit, are there not?

16 A. There are.

17 Q. And are you familiar with that exhibit?

18 A. Yes, I am.

19 Q. If I were to ask you the questions, the
20 same questions, today that are contained in the
21 Ameren Exhibit 2.0, would your answers be same?

22 A. Yes, they would.

1 Q. Do you have any additions or corrections to
2 make to your testimony at this time?

3 A. I do not.

4 MR. TOMC: Your Honor, Ameren Illinois Company
5 would move to admit AmerenIP Exhibit 1.0, the direct
6 testimony of Ms. Diana L. Woodworth, and accompanying
7 Exhibits 1.1 through 1.8 and also Ameren Exhibit 2.0
8 being the rebuttal testimony of Ms. Woodworth.

9 JUDGE TAPIA: Pastor Franklin, do you have any
10 objection to the direct testimony of Ms. Woodworth,
11 1.0 and Exhibits 1.1 through 1.8?

12 PASTOR FRANKLIN: No, Your Honor.

13 JUDGE TAPIA: Hearing no objection, the direct
14 testimony of Ms. Woodworth, 1.0 and Exhibits 1.1
15 through 1.8, are entered into the record.

16 (Whereupon AmerenIP Exhibits
17 1.0, 1.1, 1.2, 1.3, 1.4, 1.5,
18 1.6, 1.7 and 1.8 were admitted
19 into evidence.)

20 JUDGE TAPIA: Pastor Franklin, do you have any
21 objection to the rebuttal testimony of Ms. Woodworth,
22 Exhibit 2.0?

1 PASTOR FRANKLIN: No.

2 JUDGE TAPIA: Hearing no objection, the
3 rebuttal testimony of Ms. Woodworth, 2.0, is admitted
4 into the record.

5 (Whereupon AmerenIP Exhibit 2.0
6 was admitted into evidence.)

7 JUDGE TAPIA: Any further questions, Mr. Tomc?
8 Any further witnesses?

9 MR. TOMC: No, I have no further questions,
10 Your Honor. I would tender the witness for cross
11 examination.

12 JUDGE TAPIA: Pastor Franklin?

13 PASTOR FRANKLIN: I am not familiar. What do I
14 do next?

15 JUDGE TAPIA: Do you have any questions for
16 Ms. Woodworth in regard to her testimony?

17 PASTOR FRANKLIN: Yes, I do.

18 CROSS EXAMINATION

19 BY PASTOR FRANKLIN:

20 Q. Would you consider the invoices that we
21 received, that you sent out from Ameren, to be your
22 source documents?

1 A. Yes.

2 Q. Can you explain to me -- well, let me ask
3 you this. Are those invoices ever wrong?

4 A. It could be if the meter readings were not
5 accurate on the meter readings, but normally not if a
6 certain meter is supposed to be on a certain account.

7 Q. Would it ever be necessary to make an
8 adjustment to those invoices?

9 A. Well, there could be if something was
10 brought to our attention. If it was an error that
11 Ameren did, then, yes, there would be an adjustment
12 or if, like I said, the meter readings were
13 incorrect, we would make adjustments.

14 Q. So the source documents themselves could be
15 basically incorrect?

16 A. When we send them out, we would not send
17 them out incorrectly until it was brought to our
18 attention that the customer has, you know, more
19 information for us that we didn't know in advance.

20 Q. So the customer would actually have to tell
21 you that the invoice was incorrect or do you have a
22 procedure in place to catch the inconsistency?

1 A. It would just depend on what it is. If it
2 was -- say, a bill was going to go out the door and
3 the reading was 10,000 kilowatts over what it should
4 be, we have safety nets to catch that in our computer
5 system that that bill would not go out the door.

6 Q. How would a bill be overstated? How would
7 it be possible, if the checks and balances are done
8 by Ameren, how could a bill go out the door and be
9 overstated?

10 A. You would have to give me some more
11 information.

12 Q. For example, a bill that comes out at
13 \$3,000 when it should have been \$600 and the customer
14 calls and complains, you make an adjustment to that
15 bill, how would that be possible for that bill to
16 come out as \$3,000 if the checks and balances are
17 done by Ameren?

18 A. At that point the bill would have to be
19 reviewed to see if it was just a one-month error,
20 several months that accumulated that bill to \$3,000.
21 It would have to be reviewed.

22 Q. But the errors do occur?

1 A. Not that type of error, no.

2 Q. You never had a bill go out that was
3 overstated?

4 A. Not unless something, like I said, was an
5 incorrect reading or service was put in a customer's
6 name in error, maybe we put them at the wrong
7 address, maybe the customer gave, you know, incorrect
8 information or didn't actually know their premise
9 address when they were connecting service.

10 Q. What about the billing rate? Would that
11 have anything to do with the invoice being incorrect?

12 A. If the customer doesn't tell us at the
13 connection service when we field the phone call, if
14 they don't advise us if we are connecting what we
15 call a non-res, commercial account, if they do not
16 advise us that part of the service should be
17 residential, then we would not change that to
18 residential.

19 And vice versa. If it is residential
20 and it should be non-res or commercial, then we would
21 have to change it. Unless they told us differently,
22 we would not know the rate should be different. An

1 example of that would be a home that may be used for
2 business and it was residential and now it is going
3 to be a business. Until they tell us differently or
4 we find it maybe going to the premise for some type
5 of service.

6 Q. How does the load factor into your
7 invoices, the load factor? Are you familiar with
8 that?

9 A. Uh-huh.

10 Q. How does that factor in to determine the
11 amount of the bill?

12 A. That would make a difference if you are
13 going on a different rate. We have a residential
14 rate and then we have DS2, 3 and 4, and 4 being the
15 large industrial customers. So on your account, you
16 know, your usage puts you in the band rate of a DS2.

17 Now, if your usage would go between X
18 and X, I don't have those in front of me, then it
19 would go to a Rate 3 and then, of course, industrials
20 is a Rate 4, and it goes by your load. And
21 residence, of course, goes by 50 percent of the usage
22 would have to be used as a residence, somebody living

1 there.

2 Q. And just for clarification, the way that
3 you could detect if an invoice was incorrect or a
4 source document was incorrect would be if the
5 customer called you and complained about it?

6 A. That is one method, yes.

7 Q. That is one method. Would there be an
8 internal mechanism that Ameren has to correct that?

9 A. The only internal method we have is, like I
10 stated, that maybe the meter reader read the -- I
11 know yours is what we call automatic meter reading,
12 but there are some meters that we still have out in
13 the field that sometimes they over read them by
14 10,000, you know, and the reading should have been
15 maybe 1,000. And we wouldn't -- sometimes that would
16 be caught by the system. It all depends on what the
17 parameters are. Otherwise, the customer would call
18 in, we would see that, we would look at past history.
19 Yes, that was an error we made, we would apologize
20 for that and then get them a corrected bill.

21 Q. One other question for you and thanks for
22 being so candid about it. I want to know is it

1 possible to find now from a trend analysis point of
2 view what the bills were prior to us taking it over
3 or is that confidential?

4 A. That's confidential. That would be the
5 prior customer which was most of the premise was
6 Immaculate Conception.

7 Q. Uh-huh. So in order for a person to really
8 analyze an invoice that you sent out that you say is
9 a source document that should be correct, they are
10 limited to how much they can analyze that bill, am I
11 correct?

12 A. Right.

13 Q. Because they wouldn't have -- they wouldn't
14 be able to do a trend analysis, they wouldn't be able
15 to do a rate analysis, they would not even be able to
16 do a load analysis on those bills. But if the
17 customer presumed that the bill was incorrect, he
18 could call you and discuss it with you?

19 A. That is correct.

20 Q. But there is no mechanism in place -- and
21 maybe there is, maybe I am speaking. Is there a
22 mechanism in place -- with accounting there is debits

1 and credits so you know you are out of balance. Is
2 there anything like that with Ameren to know -- if
3 you over bill somebody, something should be wrong.
4 There should be a red flag somewhere that says
5 something is out of balance. Is there any kind of
6 mechanism like that?

7 A. Well, there is several different safety
8 nets that we have to catch. It all depends on what
9 it is. You will have to give me more information,
10 more clarification, on what you're -- do you have
11 something specific?

12 Q. Are you familiar with the fact that there
13 are people out there that make a living by going
14 through your source documents and proving that they
15 are incorrect?

16 A. I don't know that. I don't really know.

17 PASTOR FRANKLIN: Okay. I am done.

18 JUDGE TAPIA: Any redirect, Mr. Tomc?

19 MR. TOMC: Yes, I do have just a couple
20 questions on redirect, Your Honor.

21

22

1 REDIRECT EXAMINATION

2 BY MR. TOMC:

3 Q. One of the questions, line of questions,
4 that we heard was about adjustments, and the accounts
5 at issue in this case, were there any adjustments
6 made to the benefit of the New Jerusalem Pentecostal
7 Ministries?

8 A. There were three that come directly to my
9 mind. There was -- when we found out -- there was a
10 call fielded from Pastor Franklin and --

11 PASTOR FRANKLIN: Can I object to that
12 question?

13 JUDGE TAPIA: What basis?

14 PASTOR FRANKLIN: Because of the word
15 "benefit." Maybe just "adjustments" made to the
16 account as opposed to "benefit" to the New Jerusalem
17 account. Benefits would be vague to me as opposed to
18 someone just saying were there any adjustments made
19 to your account. We didn't benefit from anything
20 that Ameren has done to this date.

21 JUDGE TAPIA: I am trying to figure out what
22 objection you are making.

1 PASTOR FRANKLIN: To the word "benefit."

2 JUDGE TAPIA: Under what basis, though?

3 MR. TOMC: Your Honor, I will rephrase the

4 question.

5 JUDGE TAPIA: Thank you. Your objection is

6 withdrawn.

7 PASTOR FRANKLIN: Okay.

8 BY MR. TOMC:

9 Q. Did Ameren Illinois make any adjustments to

10 the New Jerusalem account?

11 A. Yes, we did. One of the adjustments was

12 the electric and gas for 6211. When Pastor Franklin

13 called in and stated that they should have been

14 residential instead of commercial, we adjusted those

15 to the residential rate and the credits were applied

16 to the account. Sometimes they were transferred to

17 catch up with the accounts that had finalized, but the

18 credits were given to New Jerusalem.

19 And normally what we would do in a

20 basis when a non-res account would call in and say

21 they were on the wrong rate, we would go from a going

22 forward basis. We wouldn't go back. And we did go

1 back and make that adjustment for both the electric
2 and gas that finally ended up on the 62 account as
3 residential, joining the lighting portion of the
4 account.

5 Then also per our records Pastor
6 Franklin requested service for 6211 in August of 2008
7 for gas service. Knowing that the gas service has to
8 be ran via electric, you have to have electric to run
9 the gas service, we gave a refund for any gas service
10 from August of '08 through December of '08 as a
11 credit for New Jerusalem. And then when services
12 were disconnected for non-pay in August of 2009,
13 normal policy is that a deposit is assessed after
14 services are disconnected for non-payment and the
15 deposit would have been around \$700, and we waived
16 that deposit. So there is no deposits on any of New
17 Jerusalem's account at this time.

18 Q. Thank you. The adjustments that you just
19 identified, did you make those adjustments after
20 speaking with the Complainant?

21 A. Yes, we did.

22 Q. And the adjustments were made responsive to

1 communications received from the Complainant?

2 A. That's correct.

3 Q. One of the issues that was also discussed
4 was the bill rate and the service classification.
5 Pastor Franklin asked you about, you know, how the
6 Company knows what rate to choose. Do you recall
7 those questions?

8 A. Yes.

9 Q. The billing rate when service was initially
10 turned on for New Jerusalem, if I understood your
11 response right, was DS1?

12 A. About DS2. That's our small commercial
13 rate.

14 Q. Okay. And your response also indicated
15 that you changed one of those rates to residential?

16 A. Right.

17 Q. And why did you do that?

18 A. Because of the call fielded from Pastor
19 Franklin stating that one of the electric meters and
20 gas meters at 6211 should have been billed at a
21 residential rate and they should have been classified
22 as the premise of 6210.

1 Q. Why was the parsonage -- is that 6211?

2 A. 6210 is what Pastor Franking states is the
3 parsonage.

4 Q. 6210, why was it on the commercial rate?

5 A. That is what Immaculate Conception -- they
6 had their whole complex on a commercial rate. They
7 had two gas meters on 6211 and two electric meters on
8 a different account for 6211. And when we fielded
9 the call to start service for New Jerusalem, our
10 policy is that we just follow what the prior tenant
11 had and that's how we set up Pastor Franklin's
12 accounts also.

13 Q. Okay. And in this case you did later
14 retroactively change the classification, did I
15 understand that right?

16 A. Right, on one gas meter and one electric
17 meter to residential and corrected that and gave a
18 credit.

19 Q. And you discuss that credit in your
20 testimony, if I recall correctly?

21 A. Yes, I did.

22 Q. All right. There was a question about

1 prior usage and the confidential treatment of
2 customer information. In this case, other than the
3 change of service classification of the parsonage
4 building, was it brought to your attention any
5 significant discrepancies in the usage between the
6 prior customer of record and the present customer of
7 record?

8 A. No. The only thing that in the
9 conversation that I know of that was held with Pastor
10 Franklin is that we needed to correct the non-res to
11 res, nothing about usage.

12 MR. TOMC: All right. I have no more redirect
13 testimony.

14 JUDGE TAPIA: Pastor Franklin, any more
15 recross?

16 PASTOR FRANKLIN: Yes.

17 RECROSS EXAMINATION

18 BY PASTOR FRANKLIN:

19 Q. Can you explain again why the adjustment
20 was made for 6210 and 6211, why were they on the same
21 bill?

22 A. Okay. The the adjustment for 6210, 6210

1 only had lighting services when it was set up with
2 Immaculate Conception. On 6211 following the
3 Immaculate Conception there were two gas meters on
4 one account and two electric meters on one account
5 for 6211. There were two separate account numbers.

6 Q. Now, you are aware that there is two
7 different buildings?

8 A. We didn't know. We had no idea what the
9 premise is.

10 Q. Okay. That might be part of the problem.
11 6210 and 6211, one is a parsonage and one is a
12 school. The school has one gas meter. The parsonage
13 has one gas meter. How do we get two different
14 meters with two different numbers on the same bill
15 for the same service? Because one of the things
16 that your people when they came out there said, "We
17 don't know what meter is what." So how do you get a
18 parsonage bill and a school bill on one invoice for
19 two different addresses?

20 A. Because that's the way it was set up for
21 the prior customer. When you spoke that there were,
22 I think, three nuns and one priest at the parsonage,

1 what would have been the parsonage, since that's not
2 what we would call a residence --

3 Q. They lived there.

4 A. Well, they must have -- I don't know what
5 else went on there, but if it is not the same family,
6 then it is not -- if it is multiple families, which
7 there are four different people here, then it would
8 be classified as a non-res.

9 Q. All right. Okay. So the 6210 and 6211 you
10 will admit that they were on one invoice?

11 A. 6210 had the lighting services, 6211 had
12 two separate accounts, two gas meters on one account
13 and two electric on another as non-res.

14 Q. Okay. So 6211 would have had two gas
15 meters?

16 A. That is correct.

17 Q. Why would it have two gas meters again?

18 A. Because it is a non-res and that's the way
19 it was set up with the Immaculate Conception from
20 when they had service.

21 Q. So one building would have two gas meters?

22 A. No, one account had two gas meters.

1 Q. One account had two gas meters, okay. But
2 the address on that bill said 6211?
3 A. Yes.
4 Q. It would not have mentioned 6210?
5 A. No.
6 Q. Okay. So we have got it. All right. Now,
7 you said that we called you in August?
8 A. Uh-huh.
9 Q. To turn the gas on in our name for 6211?
10 A. That's what I have, yes.
11 Q. Now, there is no way for me to disapprove
12 that because of the fact that you can go through a
13 log and say somebody called in. But we absolutely
14 did not call in.
15 MR. TOMC: I object, Your Honor, that's
16 testimony, not a question.
17 PASTOR FRANKLIN: Okay.
18 JUDGE TAPIA: You have to wait for my ruling.
19 Objection sustained. Ask questions.
20 PASTOR FRANKLIN: All right, thank you.
21 Q. The question is why would I have called in
22 whether the State was occupying the building? What

1 sense does that make?

2 A. I really don't know why you would have
3 called in. The only thing I have documented of why a
4 call might have been prompted was that Immaculate
5 Conception called in on August 8 of 2008 and asked
6 for services to be discontinued for that premise of
7 6211, the gas services. And we took that order and
8 put in an order to stop the services and that was
9 completed on August 15 of 2008.

10 Q. Ms. Woodworth, would it be possible to also
11 have done, with that one call from Immaculate
12 Conception, could someone have also assumed that this
13 new bill needs to go into Pastor Franklin and New
14 Jerusalem's account?

15 A. Per my documents and records like you were
16 talking about that we have on August 13, that's five
17 days later, there was a call fielded for connection
18 of service to be put in the name of New Jerusalem on
19 August 13 and that was completed on August 20.

20 Q. So the call was made on August 13?

21 A. Of 2008.

22 Q. We took possession on August 14.

1 A. But it was completed on the 20th. So that
2 would be the day before the August 14.

3 Q. So before I closed, I called and asked the
4 service to be put in my name?

5 A. That happens all the time so that service
6 is not interrupted in between.

7 Q. So you can actually call in and say that I
8 am going to buy a piece of property, put it in my
9 name?

10 A. Yes, sir.

11 Q. Okay. All right. I would not have called.

12 MR. TOMC: Objection, Your Honor.

13 PASTOR FRANKLIN: I am sorry, I am sorry.

14 JUDGE TAPIA: I have to rule on the objection.
15 Objection sustained. That's stricken.

16 PASTOR FRANKLIN: August 14, okay.

17 Q. The other question that I have, the DS2,
18 you said it was a DS2?

19 A. That is our rate, our small commercial
20 rate.

21 Q. Small commercial rate. That was for the
22 school?

1 A. That's for all the premises except the dawn
2 to dusk light. They go by burn hours so they are not
3 on a special rate. They go by burn hours.

4 Q. Are you aware of the fact that they have
5 actually come out and changed the gas meter at the
6 school?

7 A. I am.

8 Q. You are. The DS2 is a small meter?

9 A. Yes. No, DS2 is just the rate. You may
10 have a larger meter and that would depend on how much
11 gas service was going to be used. And I understand
12 that recently -- I am not sure exactly what date it
13 was, I would have to look at documentation -- that
14 that gas meter, the larger gas meter was reduced to a
15 smaller one.

16 Q. So you actually could have a meter this
17 big, this high, almost takes five people to lift it
18 up, and have a smaller rate?

19 A. Yeah, the rate didn't change; just the
20 meter size did.

21 Q. How would a customer know by looking at
22 your bill that they were being billed commercial and

1 not residential?

2 A. On our residential bills it says
3 residential and on the other bill, on the commercial
4 bill, it says DS2.

5 Q. Okay. So according to your records I
6 called in and I looked at the invoice and this is
7 what would have had to have happened, I am assuming,
8 that there is something on the invoice that says it
9 is commercial and another part that says it is
10 residential? I mean, if it is residential, it would
11 have "residential" on there somewhere on your source
12 document?

13 A. On the residential. If it is a bill for a
14 residential account, it says residential, yes.

15 Q. And if it is a bill for commercial, it
16 would say commercial?

17 A. It says like a DS2 -- is it in there, Matt?

18 MR. TOMC: Your Honor, the witness is looking
19 at me to hand her a copy of her testimony. Is that
20 all right, Your Honor?

21 JUDGE TAPIA: Yes, absolutely.

22 I am going to go off the record one

1 minute.

2 (Whereupon there was then had an
3 off-the-record discussion.)

4 JUDGE TAPIA: We are back on the record.

5 Pastor Franklin, you can proceed. I think Ms.

6 Woodworth is ready to answer the question.

7 A. Yes. Exhibit 1.7 which is basically a copy
8 of all the bills, it states on -- let's see what
9 exhibit that would be, Exhibit 1.7 Part 3, it states
10 that it is residential gas delivery once we added the
11 electric and gas from what we had on 6211 to 6210.
12 Then as of August 27 of 2009 your bill started
13 stating that it was residential. Your bills prior to
14 that were all either as GDS2 or DS2 because we had a
15 little rate change, a little wording change, but they
16 are the same rate. So that's how they would be
17 stated differently as non-res and residential.

18 Q. Okay. So a client would know by looking at
19 the bill, according to what you just said, according
20 to looking at the bill they would know that they were
21 being billed not necessarily that it was a residence
22 or a commercial but they would know by looking at

1 your bill that one was a commercial rate and one was
2 a residential rate? Would a customer know that by
3 looking at the bill?

4 A. They would know that they are different
5 rates. Now, would you know that it was non-res, you
6 would just know that it wasn't residential. And we
7 only have the two rates, residential and
8 non-residential. And you would have received both
9 bills and also in addition to that at 6210 then we
10 had the non-residential lighting and that is another
11 rate which is DS5.

12 Q. Are you aware of a statement that Ameren
13 made and it says that AIU inadvertently put both the
14 gas meter for 6210 and 6211 on this account and
15 billed both at a commerce rate? Were you aware of
16 that?

17 A. I read something in that and I believe it
18 was a testimony. It was a testimony signed by -- was
19 that dated January something, is that correct?

20 Q. That would have been a document that was
21 sent to the Illinois Commerce Commission, to Pastor
22 Franklin.

1 A. It was a document from Franklin Johnson at
2 the Illinois Commerce Commission January 29. I did
3 see it says AIU inadvertently... That was
4 probably -- I am not quite sure who made this
5 spreadsheet, but the inadvertently is not correct.
6 We did not put a gas meter on any wrong account. It
7 was just how it was set up with Immaculate
8 Conception.

9 Q. Now, are you the supervisor, again? You
10 are the supervisor?

11 A. Yes, supervisor. I am not sure who put
12 this document together.

13 Q. So that document -- so we have to assume
14 that one of the documents is right and one is wrong?

15 A. "Inadvertently" was not a correct -- I even
16 have it underlined here. We didn't inadvertently put
17 any meter on a wrong account. We followed suit of
18 what Immaculate Conception had.

19 Q. So that document that was sent to the
20 Illinois Commerce Commission is incorrect?

21 A. I am not sure -- I don't even know who made
22 this document. I am not quite sure if it was one of

1 our assistant supervisors. I am not quite sure who
2 made this document.

3 Q. But you are sure that it is an Ameren
4 document?

5 A. I am not sure. I saw it attached to
6 something from James Franklin with the Illinois
7 Commerce Commission. I could only assume that it is
8 some documentation put together when James Franklin
9 was working on the account.

10 Q. Franklin Johnson, I think that's the name.

11 A. Franklin Johnson, I am sorry.

12 PASTOR FRANKLIN: That's okay. Yeah, a couple
13 more questions and I will be done.

14 JUDGE TAPIA: Take your time.

15 BY PASTOR FRANKLIN:

16 Q. Now, are you aware that the meter for the
17 parsonage and the meter for the school are on two
18 different locations?

19 A. We have no idea what the premises look
20 like, sir, when we connect service. We field the
21 call. Even if the local office, when they used to
22 take calls, they, you know, wouldn't know exactly

1 what the complex looks like either or even a
2 residence.

3 Q. Another question for you, and I want to
4 make sure I got this right. You mentioned that
5 Ameren called you -- not Ameren but the Belleville
6 diocese called and requested the services be
7 disconnected. What date did you say?

8 A. I believe that was August 8. They called
9 on August 8 of 2008 at 9:04 a.m. and we completed
10 their request on August 15.

11 Q. And what date did you say that I called?

12 A. August 13 of 2008 at 9:13 a.m. and we
13 completed that request on August 20.

14 Q. Both requests was filled on the same day?

15 A. No.

16 Q. What date was it?

17 A. One was the 15th when we completed theirs
18 and then we left on -- it's an automatic read meter
19 so we leave them on for a short period of time
20 instead of turning services completely off. So it
21 was in what we call a leave-on type of service, and
22 then service was put into your name on August 20,

1 into New Jerusalem.

2 Q. And you are stating that it was a day
3 before we closed on it, which we closed on August 14.
4 You said it was August 13?

5 A. August 13, yes.

6 PASTOR FRANKLIN: Okay. That's all.

7 JUDGE TAPIA: Mr. Tomc, any further questions?

8 MR. TOMC: No.

9 JUDGE TAPIA: Now we are going to close the
10 evidence. So that the parties know, the Proposed
11 Order is going to be on the February 24 bench
12 session. That's the next available bench session
13 that I could put it on. That means the Proposed
14 Order is going to go out some time in January 20,
15 around that time.

16 I put some thought and I have
17 consulted with my rules in regards to briefs. I am
18 going to go ahead and require briefs. I think in
19 complicated cases it is more efficient that way, and
20 this case is complicated. I will give two weeks for
21 briefs to be due; that will be December 15, 2010.
22 One week later reply briefs will be due. That's

1 December 22.

2 This is no no way delaying anything,
3 Pastor Franklin. I know that was your concern. The
4 briefs, I want them to be concise, as concise as you
5 can. You have to cite to the record only. You can't
6 cite to outside evidence that you have entered into
7 the record. I need the brief to include a summary of
8 the parties' position and then your argument.

9 PASTOR FRANKLIN: Your Honor, is there an
10 outline for a brief in here in this?

11 JUDGE TAPIA: In the rules? I am not sure what
12 you are referring to when you say here.

13 PASTOR FRANKLIN: The rules. Is there an
14 outline for a brief?

15 JUDGE TAPIA: Can you tell me what you are
16 looking at?

17 PASTOR FRANKLIN: I think I have got the same
18 thing that you are looking at. I have just got mine
19 open. This is the one you gave me last time that you
20 said would have everything that we needed in this.

21 JUDGE TAPIA: Well, it tells you what the
22 briefs will include, which is what I stated. But if

1 you want to get an example, you can go on e-Docket
2 and look at another complaint case.

3 Any other questions in regards to
4 briefs?

5 MR. TOMC: I have none, Your Honor.

6 JUDGE TAPIA: Pastor Franklin?

7 PASTOR FRANKLIN: Yes, I do, one more question
8 concerning briefs. They need to be concise and
9 summarize. The briefs that I would find on e-Docket,
10 all of those briefs would satisfy this Court?

11 JUDGE TAPIA: One brief.

12 PASTOR FRANKLIN: I know. But I am just saying
13 if I look at multiple brief to get an idea how to
14 prepare my brief, would all of those examples that I
15 use, would they be in accordance with this Court? I
16 don't want to go and get a brief that somebody wrote
17 that you rejected.

18 JUDGE TAPIA: No, we don't reject anything.
19 The brief that you file is the brief that you file.

20 PASTOR FRANKLIN: I don't want to sound stupid.

21 JUDGE TAPIA: No, you don't. But when you go
22 into a complaint case -- not all complaint cases I

1 require briefs. So it is going to take some looking.
2 If it is not a complaint case, it will be a
3 complicated case, a utility case, and those most
4 likely will have briefs.

5 But basically it is just a summary of
6 your position and you refer to the record and your
7 argument.

8 Is there anything further that either
9 party would like to be part of the record here today
10 before I close this case?

11 PASTOR FRANKLIN: Your Honor, I am not sure if
12 the document that was submitted by Ameren to Franklin
13 Johnson is a part of this evidence, has been
14 submitted as evidence.

15 JUDGE TAPIA: It was an exhibit in your
16 testimony?

17 PASTOR FRANKLIN: No, it was not.

18 JUDGE TAPIA: Was it an exhibit -- Mr. Tomc,
19 was it an exhibit in your testimony?

20 MR. TOMC: No, it was not, Your Honor, and I
21 would object to the admission of additional
22 documents. I believe that they should be filed with

1 testimony. And once that time has passed, it is
2 passed.

3 And, secondly, with regard to the
4 informal complaint process, I would also object to
5 making that a practice of admitting those documents
6 into the formal complaint process because I think
7 that that is akin to a type of settlement process and
8 I think it would ultimately be divided to bring those
9 documents into the complaint.

10 Q. For clarification, was that a part of
11 pre-settlement, or not back in the pre-settlement,
12 but negotiations in this document for Mr. Johnson?
13 Because I don't recall seeing Mr. Johnson's document.

14 PASTOR FRANKLIN: Well --

15 MR. TOMC: Let me respond, I am sorry, and I do
16 want to give the Complainant an opportunity to
17 respond as well. The informal complaint process I am
18 not involved with. From what I understand, it goes
19 through the Commission, and lawyers and the judges
20 aren't involved at that point and I believe the
21 objective of that process is to come to resolution to
22 avoid a formal complaint process, to hopefully

1 satisfy everyone. So it is not really a settlement
2 process per se, but it does resemble one and that
3 would be the second grounds that I would object to
4 the admission of this.

5 JUDGE TAPIA: Now I am clear. It is the
6 Consumer Division. Okay, Pastor Franklin?

7 PASTOR FRANKLIN: Yes, to me -- and, you know,
8 you guys know how it is broken up better than I do --
9 I filed the complaint. My compliant --

10 JUDGE TAPIA: The formal complaint.

11 PASTOR FRANKLIN: Well, I filed a complaint
12 with Franklin Johnson first. It is on the back of
13 your bill. And it says if you have any problems, you
14 can call this number. You filed a complaint with the
15 Illinois Commerce Commission. They tell you that we
16 are going to get Ameren together and we can hopefully
17 work this out. If they don't work it out, then it
18 goes through this process right here.

19 I would say that if the documents were
20 given to us as a response when we first filed it by
21 Ameren, those should be the same documents that you
22 are going to get at the end of this process. Ameren

1 should not be able to go and give me a false
2 statement in the beginning and then give me something
3 second and say that we don't know where this document
4 came from. It is from the same company. It is from
5 the same supervisor, the same department.

6 So I would say that, you know, part of
7 the process, however we might be segregated like that
8 and say, well, that was for something else, but to me
9 as a customer, a consumer, I am calling Ameren trying
10 to get it resolved. And if they told me that this
11 was the case three months ago, it should be still the
12 case today.

13 JUDGE TAPIA: Okay. Mr. Tomc is correct.
14 There is an informal process and there is a formal
15 process. Once you started a formal process, that's
16 were you present all your evidence. Had you
17 something that you filed or submitted or discussed
18 during your informal process, you need to submit it
19 in your formal process. This is a new proceeding and
20 I don't have access to that. So unless it is part of
21 the record, I can't refer to that. So on that basis
22 your objection is sustained.

1 Anything else? Okay. Then I am
2 closing the record and, therefore, this matter will
3 be marked heard and taken as of today. No more new
4 evidence. The record closes today. Thank you.

5 HEARD AND TAKEN

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